

RESIDENTIAL LISTING CONTRACT Exclusive Right to Sell



1 THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD,
2 SELLER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

3
4 This Agreement is an exclusive right to sell listing and Broker is granted the absolute, sole, and exclusive
5 right to market and sell the Property.

6 **PARTIES:**

7 Seller(s) Moonlight Basin Ranch, LP
8 (collectively and individually referred to herein as "Seller").

9 Listing Firm/Broker Montana Real Estate, LLC
10 ("Broker").

11
12
13 **LENGTH OF LISTING:** This Agreement begins on (date) January 1, 2009 and expires at midnight
14 on (date) Until Sellout or THROUGH December 31, 2013. *RP*

15
16 **PRICE & TERMS:** Listing Price _____ (\$ *see Addendum)
17 Terms Cash at Closing.

18
19
20 **PROPERTY:** Legal Description

21 As shown on Warranty Deed.

22
23
24
25 Commonly known as _____ *see Addendum
26 City of Big Sky, County of Madison, ST MT, Zip 59716
27 (the "Property").

28
29 **FIXTURES:** The following items are to be left upon the premises as part of the Property sold: all permanently
30 installed fixtures and fittings that are attached to the Property such as electrical, plumbing, and heating
31 fixtures, wood, pellet, or gas stoves, built-in appliances, screens, storm doors, storm windows, curtain rods
32 and hardware, attached floor coverings, T.V. antenna, satellite dish, hot tub, air cooler or conditioner, garage
33 door openers and controls, fireplace inserts, mailbox, trees, shrubs, and perennials attached to the Property,
34 attached buildings or structures, and all permanently installed fixtures unless otherwise noted below:

35 n/a

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39 The following personal property is also included as part of the Property offered for sale:

40 n/a

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45 **PERSONAL PROPERTY:** The following personal property is leased/rented: ☐ water softener ☐ water
46 conditioner ☐ propane tank ☐ satellite dish ☐ satellite control ☐ alarm system ☐ other n/a

47
48
49 **CONDITION AND STATUS OF PROPERTY:** TO THE BEST OF SELLER'S KNOWLEDGE, the following
50 items are in good repair and working condition and Seller is unaware of anything wrong with appliance(s),
51 foundation, roof, siding, wiring, drainage, heating, plumbing, sanitation, or water systems except:

52 n/a

53
54
55
56 In conjunction with the execution of this Agreement Seller agrees to execute a statement disclosing all
57 adverse material facts affecting the Property.

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Standard Listing Page 1 of 5

RP Seller's Initials

MONTANA REAL ESTATE COMPANY PO BOX 161110, BIG SKY, MT 59716
Larsa P. Anderson

Phone: (406) 995-3992 Fax: (406) 995-3244
Produced with ZipForm™ by RE FormsNet, LLC 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipform.com Moonlight Basin

RESIDENTIAL LISTING CONTRACT Exclusive Right to Sell**58 STATUTORY DISCLOSURES:**

59

60 **METHAMPHETAMINE:** If the Property is inhabitable real property, the Seller represents to the best of
 61 Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine
 62 drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Seller agrees to
 63 execute and provide any documents or other information that may be required under Montana law
 64 concerning the use of the Property as a clandestine Methamphetamine drug lab.

65

66 **RADON:** If the Property is inhabitable real property as defined in the Montana Radon Control Act,
 67 Seller represents that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for
 68 radon gas and/or radon progeny and the Property ☐ has ☒ has not received mitigation or treatment
 69 for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to
 70 provide, as available, test results to Broker along with any evidence of mitigation or treatment.

71

72 **LEAD BASED PAINT:** If a residential dwelling exists on the Property and was built before the year
 73 1978, Seller ☐ has ☒ has no knowledge of lead-based paint and/or lead-based paint hazards on the
 74 Property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the Property
 75 Seller agrees to provide all pertinent reports and records concerning that knowledge. Seller
 76 acknowledges that the Broker has advised the Seller of Seller's obligation to make lead-based paint
 77 disclosures and Broker's obligation to ensure that the Seller satisfies this obligation.

78

79 **MOLD:** If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the
 80 Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been tested
 81 for mold and that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the
 82 Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to
 83 provide any documents or other information that may be required under Montana law concerning such
 84 testing, treatment or mitigation.

85

86 **SELLER REPRESENTATIONS:** Seller represents as follows:

87

- 88 a. Seller is the owner of and has the unrestricted right to sell the Property
- 89 b. Title to the Property is marketable and is free and clear of all encumbrances, except zoning
- 90 ordinances, building and use restrictions, reservations in federal patents, easements of record,
- 91 special improvement or rural improvement district assessments, real property taxes and those
- 92 liens and encumbrances which are to be discharged upon a sale of the Property.
- 93 c. Seller will fully cooperate with Broker in regard to providing information concerning the Property
- 94 and that all information given by Seller is or shall be true, accurate and complete.
- 95 d. Seller will perform any act and sign any document reasonably necessary to comply with
- 96 Section 1445 of the Internal Revenue Code and the Foreign Investor Real Property Tax
- 97 Act of 1980. Seller acknowledges and agrees that in the event Seller does not do so, a
- 98 Buyer or closing agent may be required to withhold ten percent (10%) of the purchase
- 99 price and submit this amount to the Internal Revenue Service, pursuant to Section 1445
- 100 of the Internal Revenue Code.
- 101 e. In addition to those set forth above, Seller agrees to cooperate with the making of any further
- 102 disclosures that may be required under state or federal law.

RESIDENTIAL LISTING CONTRACT Exclusive Right to Sell

103 SPECIAL PROVISIONS:

104 ** See lines 124 and 129

105 1. Cowboy heaven Luxury Suite Building 3 Suite A; Alpine Meadows Chalet #74 and
106 Alpine Meadows Luxury Suite Building 6 Suites A,B,C,& D: 6% commission.107
108 2. Strawberry Ridge Lots 1-4 and 160 acre Reserve Ranches 1-22: 7% commission.
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122 **COMMISSION:** Broker is employed to find a buyer ready and willing to acquire the Property at the price and
 123 terms stated above or at such other price and terms as Seller accepts. Broker is authorized to accept a
 124 deposit on the purchase price. Seller agrees to pay Broker in cash a commission equal to ** %
 125 based upon the sales price, or a flat fee of \$ n/a , if Seller enters into a written agreement
 126 for the sale of the Property during the term of this Agreement. The commission shall be payable at closing.
 127 If the Seller breaches the agreement to sell and purchase or if Seller refuses to accept an offer which meets
 128 or exceeds the listed terms Seller agrees to pay Broker, immediately and in cash, a commission equal to
 129 ** % based on the listed price. In the event of multiple offers which equal or exceed the listed
 130 price/terms, Seller may choose which offer to accept and shall not be obligated for more than one
 131 commission.

132
 133 Seller's acceptance of an agreement to sell and purchase containing contingencies shall not entitle the
 134 Broker to a commission unless or until the contingencies have been waived, released or satisfied, or unless
 135 the Seller breaches the agreement to sell and purchase. Expiration of this Agreement while a transaction is
 136 pending shall not relieve Seller of Seller's obligation to pay the stated commission upon closing. For
 137 purposes of this document, the term "sale" shall be defined as including a lease or an exchange. The terms
 138 buyer and seller shall include lessor/lessee and exchanger/exchange including the plurals thereof, as
 139 appropriate.

140
 141 **PROTECTION PERIOD:** Within 180 days of the termination of this Agreement (hereinafter protection
 142 period), if Seller enters into an agreement to or does sell, exchange, convey, lease, or rent the Property to
 143 any party to whom Broker or any cooperating broker has marketed the Property, the commission shall be
 144 payable at the time such agreement is entered into. However, Seller is not obligated to pay a commission to
 145 Broker if, during the protection period, Seller has entered into a valid listing agreement covering the Property
 146 with another licensed real estate broker that obligates Seller to pay that broker a commission upon the sale,
 147 exchange, lease, or rental of the Property.

148
149 GENERAL PROVISIONS:

150
 151 **MARKETING AUTHORIZATION:** Seller authorizes Broker to assemble or produce marketing
 152 information as the Broker deems necessary and appropriate including interior and exterior
 153 photographs, video, or similar materials. Seller further authorizes Broker to disseminate marketing
 154 information and materials through whatever sources the Broker deems appropriate including, but not
 155 limited to, multiple listing services, computer data bases, internet sites, magazines or other
 156 publications. Seller authorizes Broker to accept the assistance and cooperation of other brokers. Seller
 157 authorizes Broker to place a yard sign on the Property for use in connection with marketing the
 158 Property pursuant to this listing. Seller authorizes Broker, Cooperating Broker, and accompanied
 159 customers to enter any part of the Property at any reasonable time to show the same.

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LOCK BOX AUTHORIZATION: Seller acknowledges that a lock box is designed as a repository of a key, permitting access to the Property by Broker, Listing Firm, its brokers and salespersons, and by participants of any Multiple Listing Service (MLS) with which Broker participates and the brokers and salespersons of such participants. It is not a requirement of the MLS, Broker or the Listing Firm that Seller allow the use of a lock box.

☒ Seller does not allow the use of a lock box on the Property

☐ Seller does allow the use of a lock box on the Property. By checking this box agreeing to the use of a lock box on the Property and signing below, Seller authorizes Broker to use a lock box on the Property and agrees to hold Broker, Listing Firm, Listing Firm's brokers and salespersons and any participants of any MLS with which Broker participates harmless against any loss of personal property located on the Property, provided no such person shall be held harmless from his, her or its intentional acts. If the Property is occupied by tenants Seller agrees to obtain the signed, written consent to the use of a lock box from any tenants residing in the Property.

SAFEGUARDING OF SELLER'S PROPERTY: Broker advises and requests the Seller to safeguard or remove valuables located within the Property and to advise tenants, family members and other occupants of the Property to do the same. Seller further acknowledges that Broker, Listing Firm, its other brokers and salespersons, and participants of any MLS with which Broker participates and their brokers and salespersons are not insurers against the loss of Seller's or any other's personal property located within the Property. Seller is advised to either verify the existence of or obtain adequate policies of personal property insurance.

AUTHORIZATION FOR BROKER'S USE OF INFORMATION: Seller authorizes Broker to disclose the existence of offers on the Property to interested buyers and cooperating brokers, as permitted under state law. Seller also authorizes Broker to disseminate sold data on the Property. Seller hereby authorizes any lender, escrow agent, and utility company to disclose to Broker any documents held by escrow agent, the current status on the terms of any loan, and the monthly bills relating to the Property.

FORFEITED EARNEST MONEY: Seller authorizes Broker to pay any expenses incurred in marketing the Property from any forfeited earnest money and apportion any remaining earnest money between Seller and Broker equally, provided that the amount paid to Broker shall not exceed the agreed commission.

ATTORNEY'S FEES: In case either party engages an attorney's services in regard to this Agreement, or in case of suit or action on this Agreement, the prevailing party shall recover costs, court costs, and reasonable attorney's fees.

CIVIL RIGHTS/FAIR HOUSING: The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing discrimination on the basis of race, religion, sex, national origin, color, handicap, familial status, marital status, age and creed. All parties to this Agreement shall deal in a free and open manner according to said law.

FAX/COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party, who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

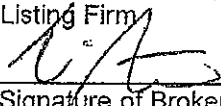

SELLER CERTIFIES THAT SELLER HAS READ, UNDERSTOOD, AND RECEIVED A SIGNED COPY OF THIS AGREEMENT, SELLER FURTHER CERTIFIES THAT IT HAS BEEN CALLED TO SELLER'S ATTENTION AND SELLER UNDERSTANDS THAT IF SELLER CONVEYS SELLER'S INTEREST IN THE PROPERTY DURING THE TERM OF THIS LISTING OR IF SELLER REVOKES THE UNDERSIGNED BROKER'S EXCLUSIVE RIGHT TO SELL, SELLER WILL PAY THE ABOVE STATED COMMISSION.

RESIDENTIAL LISTING CONTRACT Exclusive Right to Sell

| | | |
|-----|---|--|
| 215 | <u>Montana Real Estate, LLC</u> | <u>Moonlight Basin Ranch, LP</u> |
| 216 | <u>Listing Firm</u> | <u>Seller's Name</u> |
| 217 | <u>Leesa P. Anderson</u> | <u>[Signature]</u> |
| 218 | | <u>2/15/09</u> |
| 219 | <u>Signature of Broker</u> | <u>Signature of Seller</u> |
| 220 | <u>Leesa Poole Anderson</u> | <u>Date</u> |
| 221 | | |
| 222 | <u>Signature of Listing Salesperson</u> | <u>Signature of Seller</u> |
| 222 | <u>Leesa Poole Anderson</u> | <u>Date</u> |
| 223 | | |
| 224 | <u>(406) 995-3707</u> | <u>PO Box 1369</u> |
| 225 | <u>Phone Number</u> | <u>Seller's Address</u> |
| 226 | | |
| 227 | | <u>Ennis, MT 59729</u> |
| 228 | | <u>Seller's City, State and Zip Code</u> |
| 229 | | |
| 230 | | <u>(406) 682-6666</u> |
| 231 | | <u>Seller's Phone Number</u> |

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day

RESIDENTIAL LISTING CONTRACT Exclusive Right to Sell

| | | |
|-----|---|---|
| 215 | <u>Montana Real Estate Co., LLC</u> | <u>Moonlight Basin Ranch, LP</u> |
| 216 | <u>Listing Firm</u> | <u>Seller's Name</u> |
| 217 |  |  |
| 218 | | |
| 219 | Signature of Broker <u>CO-Listing</u> Date | Signature of Seller Date |
| 220 | Tim Anderson <u>Agent</u> | |
| 221 | | |
| 222 | Signature of Listing Salesperson Date | Signature of Seller Date |
| 222 | Leesa Poole Anderson <u>Broker</u> | |
| 223 | | |
| 224 | <u>(406) 995-3992</u> | <u>PO Box 1369</u> |
| 225 | Phone Number | Seller's Address |
| 226 | | |
| 227 | | <u>Ennis, MT 59729</u> |
| 228 | | Seller's City, State and Zip Code |
| 229 | | |
| 230 | | <u>(406) 682-6666</u> |
| 231 | | Seller's Phone Number |

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ADDENDUM TO LISTING AGREEMENT FOR ADDITIONAL PROVISIONS



1 This is an addendum to a Listing Agreement dated January 1, 2009

2

3 between Moonlight Basin Ranch, LP

4

5 (Seller) and Montana Real Estate, LLC

6

7 (Broker) and concerning the following described property: *see Addendum, Big Sky, MT 59716

8

9

10 Additional provisions: 1. Cowboy Heaven Luxury Suite Building 3 Suite A -

11 \$1,595,000.00

12 2. Alpine Meadows Chalet #74 - \$1,795,000.00 ✓

13 3. Alpine Meadows Luxury Suite Building 6 Suite A - \$1,695,000.00; Suite B ✓

14 \$2,195,000.00; Suite C \$1,995,000.00 and Suite D \$1,995,000.00.

15 4. Strawberry Ridge - Lot 1 \$1,995,000.00; Lot 2 \$1,695,000.00; Lot 3 ✓

16 \$1,595,000.00 and Lot 4 \$1,395,000.00.

17 5. 160 Acre Reserve Ranches - ~~see~~ see attached price list

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| | | | |
|-----------------------------|------|----------------------------------|---------------------|
| 28 Montana Real Estate, LLC | | | |
| 29 | | | |
| 30 Broker | Date | Seller Moonlight Basin Ranch, LP | Date <u>2/15/09</u> |
| 31 <u>Leesa P. Anderson</u> | | | |
| 32 | | | |
| 33 Listing Salesperson | Date | Seller | Date |
| 34 Leesa Poole Anderson | | | |
| 35 | | | |

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

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MONTANA REAL ESTATE COMPANY PO BOX 161110, BIG SKY, MT 59716
Phone: (406) 995 - 3992 Fax: (406) 995 - 3244 Leesa P. Anderson

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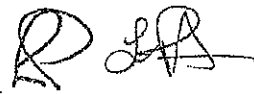
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■
MONTANA REAL ESTATE CO.

MOONLIGHT BASIN RESERVE RANCHES

| <u>LOT</u> | <u>NAME</u> | <u>PRICE</u> |
|------------|---------------------|--------------|
| Three | Three Peaks | \$ 7.25 M |
| Four | Elk Knob | \$ 7.25 M |
| Five | Royal Tine | \$ 6.5 M |
| Six | Six Pointe | \$ 6.5 M |
| Seven | Sound of Music | \$ 8.0 M |
| Eight | Jack Creek Meadows | \$ 8.0 M |
| Nine | Moose Hollow | \$ 8.0 M |
| Ten | Four Meadows | \$ 8.0 M |
| Eleven | Grande Aspen | \$ 8.5 M |
| Twelve | The Slides | \$ 6.75 M |
| Thirteen | River of Trees | SOLD |
| Fourteen | Twin Creeks | \$ 6.75 M |
| Fifteen | 360 Ridge | SOLD |
| Sixteen | Peterson's Camp | \$ 8.0 M |
| Seventeen | Roaring Gulch | \$ 5.5 M |
| Eighteen | Wickiup Creek Basin | \$ 6.5 M |
| Nineteen | Block Buster | \$ 8.0 M |
| Twenty | Rolling Ridge | \$ 6.5 M |
| Twenty One | Vantage Pointe | \$ 6.0 M |

Moonlight Basin reserves the right to add, combine, remove or develop any property on this list without notice. Prices will change routinely. Please contact your Montana Real Estate Co. Associate to verify current pricing.



 Seller Initials

RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS (COMBINED EXPLANATION AND DISCLOSURE)

Definition of Terms and Description of Duties



1 A "Seller Agent" is obligated to the Seller to:
 2 • act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and
 3 with the seller's written consent, may represent multiple sellers of property or list properties for sale that may
 4 compete with the seller's property without breaching any obligation to the seller;
 5 • obey promptly and efficiently all lawful instructions of the seller;
 6 • disclose all relevant and material information that concerns the real estate transaction and that is known to
 7 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality
 8 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;
 9 • safeguard the seller's confidences;
 10 • exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the
 11 terms established in the listing agreement;
 12 • fully account to the seller for any funds or property of the seller that comes into the seller agent's
 13 possession; and
 14 • comply with all applicable federal and state laws, rules, and regulations.

15
 16 A "Seller Agent" is obligated to the Buyer to:
 17 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
 18 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
 19 statements made by the seller;
 20 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
 21 information regarding adverse material facts that concern the property;
 22 • act in good faith with a buyer and a buyer agent; and
 23 • comply with all applicable federal and state laws, rules, and regulations.

24
 25 A "Buyer Agent" is obligated to the Buyer to:
 26 • act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and
 27 with the buyer's written consent, may represent multiple buyers interested in buying the same property or similar
 28 properties to the property in which the buyer is interested or show properties in which the buyer is interested to
 29 other prospective buyers without breaching any obligation to the buyer;
 30 • obey promptly and efficiently all lawful instructions of the buyer;
 31 • disclose all relevant and material information that concerns the real estate transaction and that is known to
 32 the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality
 33 arising from a prior existing agency relationship on the part of the buyer agent with another buyer or seller;
 34 • safeguard the buyer's confidences;
 35 • exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the
 36 terms established in the Buyer/Broker agreement;
 37 • fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's
 38 possession; and
 39 • comply with all applicable federal and state laws, rules and regulations.

40
 41 A "Buyer Agent" is obligated to the Seller to:
 42 • disclose any adverse material facts that are known to the buyer agent and that concern the ability of the
 43 buyer to perform on any purchase offer;
 44 • disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of
 45 information regarding adverse material facts that concern the buyer;
 46 • act in good faith with a seller and a seller agent; and
 47 • comply with all applicable federal and state laws, rules and regulations.

48
 49 **DUAL AGENCY** IF A SELLER AGENT IS ALSO REPRESENTING A BUYER, OR A BUYER AGENT IS ALSO
 50 REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY
 51 BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH
 52 THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING
 53 EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF
 54 REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT
 55 WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

Initial

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Page 1 of 2 agency disclosure

MONTANA REAL ESTATE COMPANY PO BOX 161110, BIG SKY, MT 59716

Phone: (406) 995 - 3992

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Leesa P. Anderson

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Moonlight basi

58 A "Dual Agent" is obligated to a Seller in the same manner as a seller agent and is obligated to a buyer in the
 59 same manner as a buyer agent, except that a dual agent:
 60 • has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent
 61 regardless of any confidentiality considerations; and
 62 • may not disclose the following information without the written consent of the person whom the information
 63 is confidential;
 64 (i) the fact that the buyer is willing to pay more than the offered purchase price;
 65 (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking
 66 for the property;
 67 (iii) factors motivating either party to buy or sell; and
 68 (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.
 69

70 A "Statutory Broker" is not the agent of the Buyer or Seller but nevertheless is obligated to them to:

71 • disclose to:
 72 (i) a buyer or a buyer agent any adverse material facts that concern the property and that are
 73 known to the statutory broker, except that the statutory broker is not required to inspect the
 74 property or verify any statements made by the seller; and
 75 (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and
 76 that concern the ability of the buyer to perform on any purchase offer;
 77 • exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
 78 • comply with all applicable federal and state laws, rules and regulations.
 79

80 An "Adverse material fact" means a fact that should be recognized by a broker or salesperson as being of
 81 enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be
 82 a fact that:

83 (i) materially affects the value, affects structural integrity, or presents a documented health risk to
 84 occupants of the property; and
 85 (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or
 86 existing contract.

87 "Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable
 88 disease or that the property was the site of a suicide or felony.
 89

90 Disclosures/Consents

91 The undersigned Broker or Salesperson hereby discloses the relationship(s) as checked below, and the undersigned
 92 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.
 93

94 Check all the Applicable Relationship(s):

95
 96 ☒ Seller Agent

97 ☒ By checking this box, the undersigned consents
 98 to the licensee representing multiple sellers.
 99

☐ Buyer Agent

☐ By checking this box, the undersigned consents
 to the licensee representing multiple buyers.

100 ☐ Statutory Broker

☒ Dual Agent (by checking this box, the undersigned
 consents to the licensee acting as a dual representative.)
 101
 102
 103
 104

105 Leesa Poole Anderson

106 Broker and/or Salesperson

107 [Signature]

108 [Signature]

109 ☒ Seller ☐ Buyer Moontlight Basin Ranch, LP

Date

2/5/09

Date

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Moontlight basi

MOLD DISCLOSURE



*see Addendum

1 Property Address: Big Sky, MT 59716

2
3 **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be,
4 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.
5 Information about controlling mold growth may be available from your county extension agent or health
6 department. Certain strains of mold may cause damage to property and may adversely affect the health of
7 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain
8 strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some
9 experts contend that certain strains of mold may cause serious and even life-threatening diseases. However,
10 experts do not agree about the nature and extent of the health problems caused by mold or about the level of
11 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying
12 the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or
13 property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's
14 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a
15 qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that
16 inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold
17 disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or
18 treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of
19 or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge
21 that the building or buildings on the property have mold present in them. This disclosure is made in recognition
22 that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,
23 mildew or spores). The undersigned are not representing that a significant mold problem exists or does not
24 exist on the property, as such a determination may only be made by a qualified inspector.

25 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has
26 previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if
27 available) and evidence of any subsequent mitigation or treatment.

28  2/5/09 
29 Seller/Landlord Date Seller's Agent/Property Manager Date
30 Moonlight Basin Ranch, LP Leesa Poole Anderson

31 _____
32 Seller/Landlord Date Seller's Agent/Property Manager Date
33

34 **ACKNOWLEDGMENT:** The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge
35 receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment.
36 The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a
37 significant mold problem exists or does not exist on the property. They further acknowledge that the Seller,
38 Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this
39 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

40 _____
41 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date
42

43 _____
44 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date
43

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

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